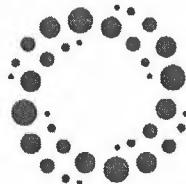


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LEX NOVA LAW

LIMITED LIABILITY COMPANY

E. Richard Dressel, Esquire
Member of the NJ and PA Bar
Direct Dial (856) 382-8211
rdressel@lexnovalaw.com

March 16, 2022

Kathy Byrne, Esquire
Cooney & Conway
120 North LaSalle Street
Suite 3000
Chicago, IL 60602-2415

Re: Engagement for Legal Services - Local Counsel for
Cooney & Conway on behalf half of Giovanni Soto
("Client")

Dear Ms. Byrne:

We are required to formalize the terms of our engagement in writing. This letter is to confirm and formalize the terms of the Firm's engagement to provide legal services as local counsel to Cooney & Conway on behalf of client. If the following accurately describes your understanding of our engagement, please return an executed copy of this engagement agreement indicating that the terms are acceptable to Cooney & Conway.

1. SCOPE OF ENGAGEMENT. Our engagement is to act as local counsel to Cooney & Conway as counsel to Client in connection with the Chapter 11 proceeding of LTL Management, LLC ("LTL"), filed in the United States Bankruptcy Court for the District of New Jersey (Trenton vicinage) and docketed at case no. 21-30589(MBK) (the "LTL Case"). Our specific engagement is to act as local connection to Cooney & Conway as personal injury counsel in the LTL Case in connection with the filing of filing Joinders in the (a) Notices of Appeal and (b) Motions for Certification of Direct Appeal to the Third Circuit of Judge Kaplan's decision to terminate of the Official Committee of Talc Claimants II ("TCC II"), with said Joinders to be provided to us your office. Our representation may include analysis, research, investigation, correspondence, communications, preparation, drafting of documents and related work to properly Client. However, the Firm's representation does NOT require us to prepare, or assist in the preparation of, any pleadings including, but not limited to, Notice of Designation of Record on Appeal, the Appeal or Memorandum of Law in Support of the Appeal of the termination of the TCC II, unless specifically agreed to by the Firm in writing and any/all conditions of said representation would be satisfied.

2. FEES AND RETAINER REQUIREMENT. The Firm's fees are generally based upon the time spent by the attorneys and paralegals who work on the matter. Our current hourly rates for services by attorneys range from \$385 - \$780 and for paralegal work from \$250 - \$350. At present, I anticipate that most of the work on your file will be done by me (at an hourly rate of \$570). The Firm will endeavor to always staff your case as efficiently as possible and we will use associates for any work that can be done at a lower hourly rate. Our hourly rates are normally revised annually, on January 1st. Our time charges are recorded in increments of tenths of an hour (*i.e.*, in six-minute intervals).

In order to begin representation of Client in this matter, the Firm requires an initial retainer of \$2,500 against services to be rendered on behalf of Client.

3. CLIENT FUNDS -IOLTA. All client funds, including but not limited to retainer payments, will be deposited into IOLTA (which stands for Interest On Lawyers Trust Accounts) bank accounts, unless other arrangements are expressly made and mutually agreed to in writing between Client and the Firm. An IOLTA account does not provide any interest to us or to Client. Instead, as required by New Jersey law, any interest earned will be paid directly by the bank to the NJ state IOLTA Fund. Furthermore, should our firm hold any funds in escrow pursuant to an escrow arrangement to which Client is a party, those escrow funds will also be deposited into an IOLTA account, unless other arrangements are expressly made and mutually agreed to in writing between Client and the Firm.

4. TERMINATION OF ENGAGEMENT. Any party may terminate this engagement upon written notice to the other party. If under the circumstances, leave of Court is required, we will file the appropriate application with the Court if we seek to terminate the engagement. The Firm may suspend our representation, upon notice to Client, until our billing statements (including any retainer requests) are paid. Client would additionally be responsible for any time charges and costs we incur to collect any past due billed amounts.

5. INQUIRIES. If you have any questions concerning the terms of this engagement, please do not hesitate to contact me.

6. COMMUNICATIONS. The Firm is capable of sending and receiving messages and documents via unencrypted e-mail. Although we find that e-mail can have significant advantages over the other forms of communication in terms of convenience and speed, unencrypted e-mail transmissions are not completely secure and could potentially be intercepted by third parties. It is our general practice to utilize e-mail, and by signing this engagement letter you authorize the use of e-mail unless you advise us in writing that Client does not. The Firm periodically purges our files, both our hard-copy files and our electronic files. Client agrees that we may discard and/or destroy documents and records, including e-mail records, as we deem appropriate from time to time. Client should always retain copies of contracts and other documents for Client's own files.

7. PRIVACY. In the course of providing legal services to Client, we may receive significant personal information about Client, either from you or with your

authorization. Of course, employees of our firm who work on Client's case will need to access that information in connection with the provision of services. You should know that all information that we receive about Client is held in strict confidence and is not disseminated to any person or entity outside the Firm, except as agreed to by you or as required under the applicable law.

8. CHOICE OF LAW/FORUM/PERSONAL AND SUBJECT MATTER

JURISDICTION. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws. Client agrees that the state or federal courts of New Jersey located in Camden County, New Jersey shall be the exclusive forums for your case concerning this Agreement or any aspect of Client's engagement and Client consents to personal jurisdiction in such courts and Client consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by New Jersey law.

9. JOINT REPRESENTATION. The Firm is acting as local counsel to a law firm representing at least one other Committee member in connection with the LTL Case.

Any time a lawyer represents multiple clients in the same matter, there exists the potential for conflicts of interest to arise. In connection with the LTL II Chapter 11 filing and the filing of the Notice of Appeal, it is presumed that Client's interests will largely be the same as our other client, but situations could arise at some point where the situations may differ. Consequently, there are both advantages and risks associated with our joint representation. In the event differing views as to how to proceed would arise, you may wish to retain independent counsel to advise you. If not resolved, the Firm would likely have to withdraw as local counsel to each of you in the LTL Case.

[THIS SPACE INTENTIONALLY LEFT BLANK]

If the foregoing arrangements are acceptable, including each of your waiver of any potential conflict of interest at this time, please email me back that you consent to the terms of the Firm's engagement for our file. We look forward to working with you.

Very truly yours
Lex Nova Law, LLC

E. Richard Dressel

E. Richard Dressel

ACCEPTANCE BY CLIENT:

I have reviewed the above Engagement Agreement on behalf of Cooney & Conway and, on behalf of Cooney & Conway, agree to be legally bound by the terms of the Engagement Agreement.

Cooney & Coway

Date: March 16, 2022

By: 
Kathy Byne

uld be Ms. Leslie Baskin
March 4, 2022

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appreciated if the above items would be provided not later than next Friday, March 11, 2022.

Should you have any questions, please feel free to contact me at 609.670.0362.

Thank you.

Very truly yours,

LEX NOVA LAW, LLC

E. Richard Dressel

ERD/ad